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11     *Attorneys for Plaintiff and Counterdefendant*  
12     *N2 Packaging Systems, LLC*

NZ Packaging Systems, LLC, an Arizona limited liability company,

N2 Packaging Systems, LLC, an Arizona limited liability company,

Plaintiff,

V.

N2 Pack Canada, Inc., an unincorporated fictitious entity; Eric Marciniak, individually; Brendan Pogue, individually; Alejo Abellan aka Alex Abellan, individually; Chakra Cannabis Corp., a Canadian federal corporation; and DOES 1-10, inclusive,

## Defendants.

Case No. 2:19-cv-02351-PHX-GMS

**Stipulated Motion for Entry of Final  
Judgment as to Defendant and  
Counterclaimant 1079765 B.C. d/b/a N2  
Pack Canada**

(The Honorable G. Murray Snow)

1079765 B.C. Limited d/b/a N2 Pack Canada, Inc., a British Columbia entity; Eric Marciniak; Brendan Pogue; Alejo Abellan aka Alex Abellan; Chakra Cannabis Corp., a Canadian federal corporation,

#### **Counterclaimants,**

V.

N2 Packaging Systems, LLC, an Arizona limited liability company,

## Counterdefendant.

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1 Plaintiff/Counterdefendant N2 Packaging Systems, LLC (“Plaintiff” or “N2 Packaging”)  
 2 and Defendants/Counterclaimants 1079765 B.C. Limited d/b/a N2 Pack Canada, Inc. (“1079765  
 3 B.C.”), Eric Marciak (“Marciak”), Brendan Pogue (“Pogue”), Alejo Abellan aka Alex  
 4 Abellan (“Abellan”), and Chakra Cannabis Corp. (“Chakra”) (collectively, “Defendants” and  
 5 together with Plaintiff are hereafter referred to as “the Parties”), hereby stipulate to the entry of  
 6 final judgment against N2 Canada pursuant to Fed. R. Civ. P. 58(b)(2)(B) in the approved-form  
 7 of judgment lodged concurrently herewith pursuant to the following agreed-upon terms to fully-  
 8 resolve this action as to 1079765 B.C. only.

9 This Stipulated Motion is being filed contemporaneously with the Parties’ stipulation for  
 10 entry of a proposed form of order regarding the remaining parties and claims.

11 **I. Background and Procedural History**

12 This case involves Plaintiff’s claims for breach of contract, breach of the implied  
 13 covenant of good faith and fair dealing, tortious interference with contract, fraud in the  
 14 inducement, and alter ego, based on Defendants’ alleged misappropriation of Plaintiff’s trade  
 15 secrets and other confidential and proprietary information.

16 Though Plaintiff removed direct causes of action for patent infringement when it filed its  
 17 First Amended Complaint (Doc. 9), the Court later determined that the Amended Complaint still  
 18 pleads patent infringement claims. (Doc. 34).

19 Defendants filed their Answer and Counterclaims (Doc. 44), alleging breach of contract,  
 20 breach of the implied covenant of good faith and fair dealing, declaration of non-infringement  
 21 of U.S. Patent 8,863,947,<sup>1</sup> and declaration of no confidential information or trade secret in  
 22 published patent or patent application. Plaintiff filed an answer to Defendants’ Counterclaims.

23 **II. Stipulated Findings and Conclusions**

24 The Parties stipulate as follows:

- 25 1. 1079765 B.C. is in breach of its contract with N2 Packaging, Inc., dated December

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27 <sup>1</sup> Defendants reserved the right to seek declaratory relief as to the non-infringement of U.S.  
 Patents 9,878,821 and 10,124,941.

1 22, 2017;

2 2. 1079765 B.C. breached its implied covenant of good faith and fair dealing with  
3 regard to its agreement with N2 Packaging;

4 3. 1079765 B.C. misappropriated N2 Packaging's trade secrets and breached the  
5 confidentiality provisions of its contract with N2 Packaging;

6 4. 1079765 B.C. tortiously interfered with contracts between N2 Packaging and  
7 third-parties; and

8 5. 1079765 B.C. infringed upon N2 Packaging patents.

9 **III. Stipulated Damages and Attorney's Fees**

10 The Parties stipulate to the following damages and attorneys' fees to be awarded in favor  
11 of Plaintiff and against 1079765 B.C. only:

- 12 1. Damages in the amount of \$92,000.00; and  
13 2. Attorneys' fees in the amount of \$289,622.50.

14 The foregoing damages are only to be awarded against 1079765 B.C., and not any of the  
15 remaining defendants. For the reasons stated herein, the Parties jointly move and respectfully  
16 request that the Court find there is no just reason to delay entry of Judgment against 1079765  
17 B.C., and enter the form of judgment lodged herewith against 1079765 B.C. pursuant to Rules  
18 54(b), 58(b)(2)(B) and 58(d) of the Federal Rules of Civil Procedure.

19 RESPECTFULLY SUBMITTED this 14<sup>th</sup> day of September, 2021.

20 **BIANCHI & BRANDT**

22 */s/ Nicholas J. Scavio*

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*Counterclaimants N2 Pack Canada, Inc., Eric  
Maurice Lachance, Defendants.*

Marciniak, and Brendan Pogue

# **WILENCHIK & BARTNESS**

/s/ Brian J. Foster (w/ permission)

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ALEJO ABELLAN

/s/ Alejo Abellan (w/ permission)

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Pro se

**CERTIFICATE OF SERVICE**

I hereby certify that on September 14, 2021, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing, which transmitted notice of the filing to all counsel of record.

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